



# **MEMORANDUM OF UNDERSTANDING**

*Between*

**UNIVERSITI TEKNIKAL MARA SDN. BHD.  
(UniKL)**

*And*

**SHIPBUILDING INSTITUTE OF  
POLYTECHNIC SURABAYA  
(SHIPS)**



**This MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MoU”) is made and entered into on this 11 day of August 2014.

**BETWEEN**

**UNIVERSITI TEKNIKAL MARA SDN. BHD. (Company No.: 570132-T)**, a company incorporated in Malaysia under the Companies Act 1965, for the purpose of managing **UNIVERSITI KUALA LUMPUR**, an institution of higher learning established and registered in Malaysia under the Private Higher Educational Institutions Act 1996 (Registration No. KP/JPS/DFT/US/B08) and having its Chancellery address at 1016, Jalan Sultan Ismail, 50250 Kuala Lumpur (**hereinafter referred to as “UniKL”**) of the one part;

**AND**

**SHIPBUILDING INSTITUTE OF POLYTECHNIC SURABAYA**, having its address at Jl. Teknik Kimia, Kampus ITS Sukolilo, Surabaya, 60111, Indonesia (**hereinafter referred to as “SHIPS”**) of the other part.

UniKL and SHIPS shall be collectively referred to as **“the Parties”** and individually as **“the Party”**.

**PREAMBLE:-**

- A. UniKL is fully owned by Majlis Amanah Rakyat (MARA), a Statutory Body established under the Majlis Amanah Rakyat Act 1966 (Act 489) is committed to provide world-class educational programmes and technical learning with the aim of producing global enterprising professionals who shall explore and develop technology for the benefit of the nation and mankind.



- B. SHIPS (in Indonesian : Politeknik Perkapalan Negeri Surabaya) is a vocational education institution in Indonesia focusing on shipbuilding and technology of marine-relates industries. SHIPS is one of the most comprehensive polytechnics, offering courses and training in the effort of preparing their students through curriculum which is connected and matched to the industrial needs and also accredited by RINA (the Royal Institutions of Naval Architects, UK).
- C. The Parties assure each other that their co-operation shall be based upon mutual trust and their performance is to achieve a sustainable relationship.

**OBJECTIVE:-**

The Parties agree with each other that the objective (hereinafter referred to as the “objective”) of this MoU are as follows:-

- (a) To develop academic and educational cooperation and to promote mutual understandings between the universities.

**TO REALISE THE SAID OBJECTIVE, the Parties hereby agree and declare as follows:-**

**1. The Parties shall endeavor to undertake the following activities:**

- 1.1 Exchange of students;
- 1.2 Conducting lectures and organizing symposia; and
- 1.3 Promoting other academic cooperation as mutually agreed.



## **2 NOW IT IS AGREED BY THE PARTIES as follows:-**

- 2.1 The Parties shall undertake to prepare detailed arrangements for the implementation and development of specific activities of the Programme within the framework of this MoU through meetings, exchanges of letters and other formal instruments. Each Party shall identify its area of activities and shall be responsible for coordinating the implementation of the said area of the activities. Each Party shall assign a person to be in charge and be responsible for the implementation, negotiation and managing changes of the activities and maintaining compliance with this MoU.
- 2.2 The Parties shall consult each other upon request of either Party regarding any matter relating to or arising out of this MoU and shall at all times endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding which may arise. The Parties shall ensure that all the activities identified for implementation or described in the schedules thereto comply with all applicable laws in force, especially the laws in Malaysia.
- 2.3 This MoU shall take effect from the date of the execution of this MoU and shall be valid for a period of **three (3) years** unless otherwise terminated in accordance with Clause 2.4 of this MoU. This MoU may be renewed by either Party by giving to the other Party not less than **three (3) months** written notice before the expiry period of this MoU. This MoU shall form the framework for any formal Agreements to be drawn up between the Parties.



- 2.4 This provisions of this MoU may be modified or amended by mutual agreement in writing of the Parties and may be terminated by either Party by giving **three (3) months** prior written notice to the other Party. However, any program or activity that has been approved and in progress at the time of termination of this MoU shall continue to be carried out until its schedule completion, unless otherwise agreed upon in writing by both Parties.
- 2.5 The Parties shall at all times keep confidential and shall not disclose to any third party, persons or individual any confidential information acquired or discovered by either Party in connection with the performance of this MoU unless otherwise authorized in advance in writing by either Party.
- 2.6 Nothing to this MoU shall prevent the Parties from contracting with any third Party on a similar basis with regards to the subject matter of this MoU.
- 2.7 Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MoU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.



2.8 Any notice to be given hereunder by either Party to the other may be sent by facsimile transmission, other electronic means and confirmed in writing or by first class recorded delivery paid post addressed to the address of the other Party as follows:-

**UniKL:**

President/CEO

31st Floor

Universiti Kuala Lumpur

1016 Jalan Sultan Ismail

50250 Kuala Lumpur

Tel No. +(603) 2175 4000

Fax No. +(603) 2175 4333

**Attn: Prof. Dato' Dr. Mazliham Mohd  
Su'ud**

**SHIPS:**

Director

Shipbuilding Institute of Polytechnic  
Surabaya

Jl. Teknik Kimia,

Kampus ITS Sukolilo, Surabaya

60111 Indonesia

Tel No. (+6231) 5947186

Fax No. (+6231) 5942887

**Attn: Ir. Muhammad Mahfud, M.MT.,  
FRINA**

2.9 The Parties hereby agree that this MoU is not conclusive and/or exhaustive and shall not bind the Parties hereto. Instead this MoU outlines the general understanding and the framework for mutual cooperation between the parties and is intended to pave

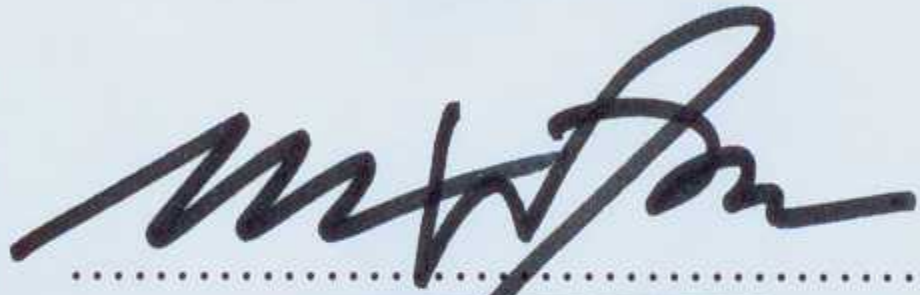
the way to enter into formal Agreement/Agreements after which this MoU shall be deemed of no effect whatsoever.

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**IN WITNESS WHEREOF** the Parties hereto have caused this MoU to be signed in their respective names on the day and year first above written.

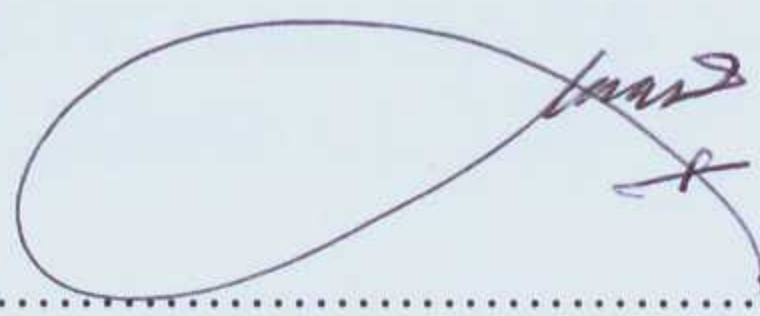
**SIGNED by**  
**For and on behalf of**  
**UNIVERSITI TEKNIKAL**  
**MARA SDN. BHD.**

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) .....  
) **Prof. Dato' Dr. Mazliham Mohd**  
**Su'ud**  
**PRESIDENT/CEO**

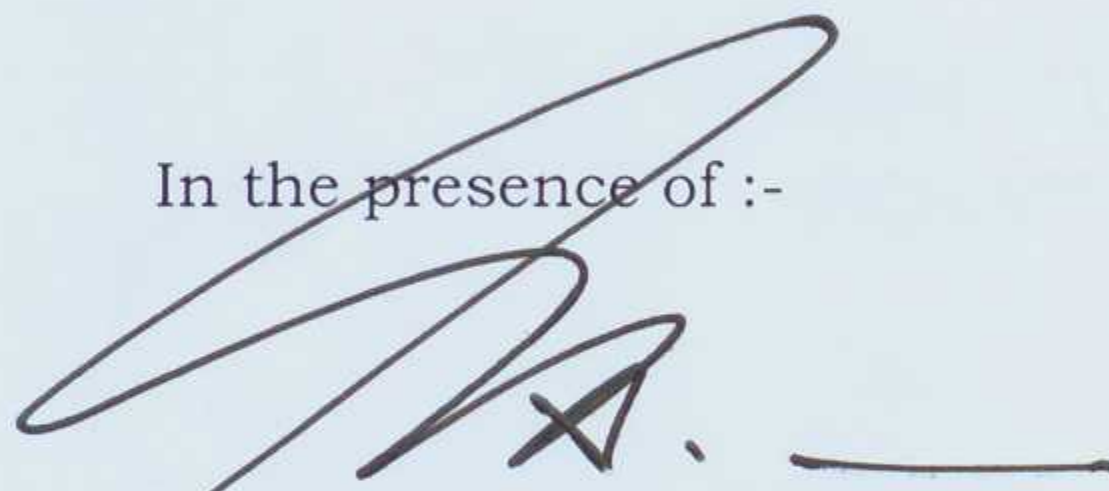
In the presence of:-

  
.....  
Prof. Dr. Azaham Shah Hashim  
Deputy President (Academic & Technology)  
Universiti Kuala Lumpur

**SIGNED by**  
**For and on behalf of**  
**SHIPBUILDING INSTITUTE**  
**OF POLYTECHNIC SURABAYA**

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) .....  
) **Ir. Muhammad Mahfud, M.MT.,**  
**FRINA**  
**Director**

In the presence of :-

  
.....  
**Ir. Eko Julianto, M.Sc. MRINA**  
.....  
*ab*